

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SUPERB MOTORS INC., TEAM AUTO SALES LLC,
ROBERT ANTHONY URRUTIA, 189 SUNRISE
HWY AUTO LLC, NORTSHORE MOTOR
LEASING, LLC, BRIAN CHABRIER, individually and
derivatively as a member of NORTSHORE MOTOR
LEASING, LLC, JOSHUA AARONSON, individually
and derivatively as a member of 189 SUNRISE HWY
AUTO, LLC, JORY BARON, 1581 HYLAN BLVD
AUTO LLC, 1580 HYLAN BLVD AUTO LLC, 1591
HYLAN BLVD AUTO LLC, 1632 HYLAN BLVD
AUTO LLC, 1239 HYLAN BLVD AUTO LLC, 2519
HYLAN BLVD AUTO LLC, 76 FISK STREET
REALTY LLC, 446 ROUTE 23 AUTO LLC and
ISLAND AUTO MANAGEMENT, LLC,

Plaintiffs,

-against-

ANTHONY DEO, SARAH DEO, HARRY
THOMASSON, DWIGHT BLANKENSHIP, MARC
MERCKLING, MICHAEL LAURIE, THOMAS
JONES, CPA, CAR BUYERS NYC INC., GOLD
COAST CARS OF SYOSSET LLC, GOLD COAST
CARS OF SUNRISE LLC, GOLD COAST MOTORS
AUTOMOTIVE GROUP LLC, GOLD COAST
MOTORS OF LIC LLC, GOLD COAST MOTORS OF
ROSLYN LLC, GOLD COAST MOTORS OF
SMITHTOWN LLC, UEA PREMIER MOTORS
CORP., DLA CAPITAL PARTNERS INC., JONES,
LITTLE & CO., CPA'S LLP, FLUSHING BANK, and
LIBERTAS FUNDING LLC,

Defendants.

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Case No.: 2:23-cv-6188 (OEM) (ST)

**REPLY DECLARATION OF
NETHANEL ORGAD IN
FURTHER SUPPORT OF
PLAINTIFFS' MOTION FOR A
PRELIMINARY INJUNCTION &
PERMANENT INJUNCTION**

Nethanel Orgad declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the
following is true and correct:

1. I submit this reply declaration in further support of Superb Motors Inc.'s ("Superb"), Team Auto Sales LLC ("Team"), and my (collectively hereinafter the "Moving Plaintiffs") motion for a preliminary injunction and permanent injunction.

2. I am a automobile wholesaler who works with various dealerships in buying and selling used vehicles.

3. I first began working with Superb in or about August 2022.

4. At the time, I worked with Alex Kikirov, who is and remains a partner in Robert Anthony Urrutia's dealership group.

5. Between August and November 2022, I worked directly with Kikirov, mostly to buy vehicles from Superb, but sometimes to sell them to Superb.

6. For every transaction I had with Kikirov, I received a receipt with a transaction number, and would pay by check for virtually every deal I made with him.

7. I first met Defendant Anthony Deo ("Deo") at Superb in or about late November 2022.

8. Dealing with Deo was a lot different than dealing with Kikirov.

9. The most important difference is that Deo always demanded cash, which was to be paid to Marc Merckling ("Merckling"), as I was told that Merckling was the "money man."

10. Further, Deo never provided me receipts.

11. I distinctly recall that, one time, when I was adamant about getting a receipt, Merckling pointed to his temple and said "the receipt is up here."

12. In order to get the title and related paperwork for the vehicle I purchased before when I worked with Kikirov, I would present the receipt and receive the title to the vehicle I purchased.

13. After, when Deo took over, I would have more trouble getting the title and related paperwork.

14. I would get rejected by the office manager at Superb when I asked for the title to a certain vehicle I purchased because I had no receipt.

15. The office manager would tell me to speak to Merckling, who then walked over to the office manager and confirmed I paid, whereupon I would receive the title.

16. In mid-June 2023, Merckling was offering me a whole host of vehicles and asked for over \$60,000.00 for them. The vehicles consisted of: WDBUF56X99B373460 09 Mercedes e350, WAUB8GFF5G1107889 2016 Audi A3, 55SWF4KB5GU101091 16 c300, WDBUF87X48B272857 08 Mercedes e350, WA1L2AFP0GA040272 2015 Audi Q5 \$15,500 2C4RDGEG7GR384403 16 grand caravan, Toyota Sequoia, WBASP0C58DC988075 13 bmw 550, 2013 Mercedes white outside superb, 1FMCU9JD3HUD14412 2017 ford escape.

17. I negotiated him down to \$50,000.00.

18. Merckling agreed, but demanded that the payment be made only in cash. He hounded me over and over to make the deal; it seemed like him and Deo were desperate for cash.

19. I spoke to my partner about this because of the amount of money involved and he said my partner stated that there is no way we would do such a deal in cash as we need all the relevant paperwork and cannot be chasing Deo and Merckling for titles.

20. In fact, I am still waiting on two (2) titles for prior deals I made with Deo and Merckling which I already paid, but still do not have the titles so I can sell the vehicles.

21. It is my understanding that these vehicles are still owned by Superb.

22. In late July 2023, Deo was throwing a "car event" at 180 Michael Drive in Syosset, NY which I was invited to and attended.

23. I noticed that many of the vehicles from Superb were moved there, and in late July 2023, there were only ten to fifteen vehicles left on the lot at Superb.

24. I became concerned about this and actually thought that Superb was closing.

25. As a result, out of curiosity, I asked Deo what was going on.

26. Deo told me that he is moving the cars over to 180 Michael Drive and 189 Sunrise Highway at dealerships he referred to as Northshore and Sunrise because he was doing a grand opening and he wanted to fill his showroom.

27. On Thursday, August 3, 2023, I was at Superb when police showed up because of what Deo was doing.

28. It is obvious to me that Deo was up to no good and he should not get away with it.

29. That is exactly why Deo and Merckling wanted payment in cash for everything I bought from them.

30. I think what they did is terrible and they should return the vehicles to Superb.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 14, 2023.



Nathanel Orgad